

**ITEL**  
**CORPORATION**  
TRANSPORTATION SERVICES GROUP

8-000A167

(3)

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CERTIFICATION UNIT

JAN 9 1978

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January 6, 1978

Hon. H. G. Homme  
Acting Secretary,  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 8669 Filed & Recorded

JAN 9 1978 -2 05 PM

INTERSTATE COMMERCE COMMISSION

RE: Lease Agreement dated as of January 14, 1977 between SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111, and Providence and Worcester Company, 1 Depot Square, Woonsocket, Rhode Island, 02895, filed with the Interstate Commerce Commission on January 21, 1977 at 2:30 p.m. and assigned recordation number 8669.

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are an original and six counterparts of an Equipment Schedule No. 2 to the above referenced Lease Agreement, covering the following railroad equipment:

300 50'6", general purpose boxcars (AAR Mechanical Designation XM), bearing identifying numbers PW 404 to PW 703, both inclusive.

Identifying marks on the equipment: "Owned by a Bank or Trust Company under a Security Agreement filed under the Interstate Commerce Act, Section 20c."

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

On December 30, 1977, SSI Rail Corp. ("SSI") was merged into its parent, Itel Corporation. Itel Corporation assumed all of the obligations of SSI and will henceforth conduct the business of SSI under the name Itel Corporation, Rail Division. Therefore, the enclosed agreements should be filed under or cross-referenced to Itel Corporation, Rail Division.

TWO EMBARCADERO CENTER • SAN FRANCISCO, CALIFORNIA 94111 • (415) 955-0123

SSI RAIL

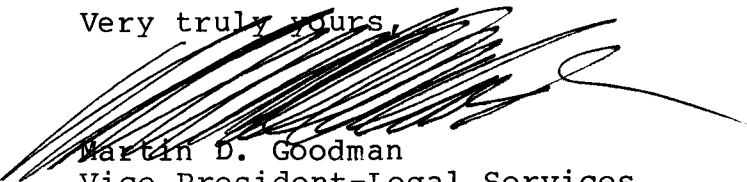
SSI NAVIGATION

SSI CONTAINER

Mr. Homme  
January 6, 1978  
Page 2.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,



Martin D. Goodman  
Vice President-Legal Services

MDG:md  
Enc.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

**3/21/78**

**William R. Giusti  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005**

**Dear Sir:**


The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on **3/21/78**

at **9:40am**

and assigned recordation number(s) **8669-F, 8796-E, 9072-C, 9073-C**

Sincerely yours,

  
**H.G. Homme, Jr.  
Acting Secretary**

**Enclosure(s)**

**SE-30-T  
(6/77)**

## EQUIPMENT SCHEDULE No. ...2.....

SSI Rail Corp. hereby leases the following Cars to Providence and Worcester Company pursuant to that certain Lease Agreement dated as of January 14, 1977..

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50'6" General Purpose Boxcars	PW 404- PW 703	50'6"	9'6"	11'1-3/4"	10'	300

With respect to the Boxcars described in this Equipment Schedule No. 2 only ("The Boxcars"), Sections 5F and 5G of the said Lease Agreement are hereby deleted in their entirety and replaced by the following sections:

5F. Lessee shall, during the initial term, reimburse SSI for all net costs, expenses, fees and charges incurred by SSI subsequent to the initial loading in the performance of its obligations set forth in Section 5, with the exception of expenses incurred by SSI under Section 5A and 5B hereof, which SSI is obliged to pay. During any extended lease term, Lessee shall reimburse SSI for 50 percent of such net costs, including maintenance costs, which SSI is obliged to pay under Section 5A. Reimbursement of such expenses shall be made to SSI within 30 days after Lessee's receipt of supporting documentation. (Pursuant to the terms of Section 5 SSI may pay Lessee for maintenance that Lessee performs upon Boxcars and other freight cars owned by SSI in which case Lessee will subsequently return to SSI those monies associated with the maintenance of the Boxcars. This procedure will enable SSI to maintain complete and accurate records of the charges and payments associated with maintenance of the Boxcars.)

5G. All records of payments, charges and correspondence related to the Boxcars shall be separately recorded and maintained by SSI in a form suitable for reasonable inspection by Lessee from time to time during regular SSI business hours to assure that charges paid by SSI for the Boxcars are reasonable. Further, to the extent that Lessee performs maintenance to the Boxcars, and other freight cars owned by SSI, it shall be treated equivalently with other parties providing such maintenance, for purposes of determining amounts and timing of payments and fixing of responsibility for quality and timeliness of repairs.

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SSI RAIL CORP.

PROVIDENCE AND WORCESTER COMPANY

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

STATE OF NEW YORK  
COUNTY OF WESTCHESTER }

On this 21<sup>st</sup> day of NOVEMBER, before me personally appeared ROBERT H. EDER  
to me personally known, who being by me duly sworn says that such person is PRESIDENT of  
PROVIDENCE AND WORCESTER CO. that the foregoing Equipment Schedule No. 2 was signed on behalf  
of said corporation by authority of its board of directors, and such person acknowledged that the  
execution of the foregoing instrument was the free act and deed of said corporation.

Roberta V. Wittenberg  
Notary Public

ROBERTA V. WITTENBERG  
Notary Public, State of New York  
No. 81-4002243  
Qualified in New York Co.  
Qualified in Westchester Co.  
Commission Expires March 30, 1978

STATE OF California  
COUNTY OF San Francisco }

On this 12<sup>th</sup> day of December, before me personally appeared Joseph M. Costello  
to me personally known, who being by me duly sworn says that such person is President of  
SSI Rail Corp., that the foregoing Equipment Schedule No. .... was signed on behalf of said cor-  
poration by authority of its board of directors, and such person acknowledged that the execution  
of the foregoing instrument was the free act and deed of such corporation.

Terry L. Russell  
Notary Public

